

**Remarks**

Claims 1-60 remain pending in the application and currently stand rejected. Claims 1, 19, 20, 39, 40, 45, 59 and 60 are amended herein. The Assignee respectfully traverses the rejections and requests allowance of claims 1-60.

**Claim Amendments**

Claim 1 is amended to provide consistent usage of the term "broadband wireless system," as generally employed in the claims, by removal of the word "communication."

Claims 19, 20, 39, 40, 59 and 60 are amended to repair a repetitive typographical error by addition of the word "a" prior to the word "number."

Claim 45 is amended to replace the word "transferring" with the word "transfer" for grammatical purposes.

Given the foregoing, each of the current claim amendments is provided for grammatical or typographical purposes, and thus does not represent surrender of subject matter or scope of the particular claims amended.

**Claim Rejections Under 35 U.S.C. § 102**

Claim 1-8, 15-18, 21-28, 35-38, 41-48 and 55-58 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,829,642 to Giroir et al. (hereinafter "Giroir"). The Assignee respectfully traverses the rejection in light of the following discussion.

Claim 1 provides, in part, "executing the plurality of tests to measure performance of the *broadband wireless system*...." The Office action indicates this provision is disclosed in Giroir, and particularly references the Abstract; column 6, lines 5-30; and column 14, lines 20-25. The Assignee respectfully disagrees. Giroir does not discuss a broadband wireless system, or a wireless system of any kind. Further, neither of the words "broadband" or "wireless" appears in Giroir. Instead, the network environment disclosed in Giroir includes Telnet 3270 clients, Telnet 3270 servers, and legacy Systems Network Architecture (SNA) hosts providing SNA applications for use by the clients. Column 8, lines 4-37. Thus, the concept of a broadband wireless system is not taught or suggested in Giroir. Therefore, the Assignee asserts that claim 1 is allowable for at least this reason, and such indication is respectfully requested.

Claim 1 also provides for "receiving an instruction to execute a plurality of tests...." The Office action alleges Giroir discloses this particular provision at the Abstract and column 6, lines 5-30. The Assignee respectfully disagrees with the allegation. Nowhere does Giroir indicate that an instruction is received to execute a plurality of tests. Instead, Giroir employs an "Availability and Response Time Probe ... to gather measurements on the availability and response time of TN3270 Servers." Column 10, lines 17-19. Generally, "the Probe mechanism: (a) connects to SNA applications through each TN3270 Server; (b) measures associated response time; and also (c) detects TN3270 Servers failures and the degradation of the response time." Column 10, lines 59-64. Giroir does not indicate that the probe receives any kind of instruction to execute a test, wherein the test involves connecting to an application and measuring the ensuing response time. Further, Giroir does not appear to indicate how the test is initiated. See Fig. 8, and column 10, line 65, to column 11, line 37. Thus, for at least this additional reason, the Assignee contends claim 1 is allowable, and such indication is respectfully requested.

In addition, since claims 21 and 41 each incorporate the same provisions discussed above from claim 1, the Assignee asserts claims 21 and 41 are allowable for at least the same reasons as provided above in support of claim 1, and such indication is respectfully requested.

Further, as claims 2-8 and 15-18 depend from independent claim 1, claims 22-28 and 35-38 depend from independent claim 21, and claims 42-48 and 55-58 depend from independent claim 41, each of these sets of claims incorporates the limitations of its corresponding independent claims. Therefore, the Assignee contends that claims 2-8, 15-18, 22-28, 35-38, 42-48 and 55-58 are allowable for at least the reasons provided above regarding claims 1, 21 and 41, and such indication is respectfully requested.

Given the foregoing discussion, the Assignee respectfully requests that the rejection of claims 1-8, 15-18, 21-28, 35-38, 41-48 and 55-58 be withdrawn.

#### Claim Rejections Under 35 U.S.C. § 103

Claims 9-12, 19, 20, 29-32, 39, 40, 49-52, 59 and 60 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Giroir in view of U.S. Patent No. 6,061,722 to Lipa et al. The Assignee respectfully traverses the rejection in light of the foregoing discussion. More specifically, claims 9-12, 19 and 20 depend from independent claim 1, claims 29-32, 39 and 40 depend from independent claim 21, and claims 49-52, 59 and 60 depend from independent claim

41, and thus incorporate the limitations of their corresponding independent claims. Thus, the Assignee asserts that each of claims 9-12, 19, 20, 29-32, 39, 40, 49-52, 59 and 60 is allowable for at least the reasons set forth above regarding their associated independent claims, and such indication is respectfully requested. Therefore, the Assignee respectfully requests the rejection of claims 9-12, 19, 20, 29-32, 39, 40, 49-52, 59 and 60 be withdrawn.

Claims 13, 14, 33, 34, 53 and 54 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Giroir in view of U.S. Patent No. 6,553,568 to Fijolek et al. The Assignee respectfully traverses the rejection in light of the foregoing discussion. Claims 13 and 14 depend from independent claim 1, claims 33 and 34 depend from independent claim 21, and claims 53 and 54 depend from independent claim 41. Therefore, each of these claims incorporates the limitations of its corresponding independent claims. Thus, the Assignee asserts that each of claims 13, 14, 33, 34, 53 and 54 is allowable for at least the reasons set forth above regarding their associated independent claims, and such indication is respectfully requested. Therefore, the Assignee respectfully requests withdrawal of the rejection of claims 13, 14, 33, 34, 53 and 54.

#### Conclusion

The prior art made of record and not relied upon (i.e., U.S. Patent No. 6,076,113 to Ramanathan et al., U.S. Patent No. 6,798,742 to Mawhinney et al., U.S. Patent No. 6,671,265 to Hwang et al., and U.S. Patent No. 5,062,055 to Chinnaswamy et al.) have been reviewed and are not considered to teach or suggest the current invention as claimed.

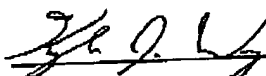
Based on the above remarks, the Assignee submits that claims 1-60 are allowable. Additional reasons in support of patentability may exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-60.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

Date:

2/3/05



**SIGNATURE OF PRACTITIONER**

Kyle J. Way, Reg. No. 45,549

Setter Ollila, LLC

Telephone: (303) 938-9999 ext. 21

Facsimile: (303) 938-9995

**Correspondence address:**

**CUSTOMER NO. 28004**

Attn: Harley R. Ball

6391 Sprint Parkway

Mailstop: KSOPHT0101-Z2100

Overland Park, KS 66251-2100